## EXHIBIT 10 Response Letter, dated February 16, 2021 [CAPSTONE0002647 – CAPSTONE0002648]

Law Office of Steven L. Siskind 1103 Stewart Avenue, Suite 200 Garden City, New York 11530 516-222-1100

February 16, 2021

Michiel A. Bloemsma, Esq. Offit Kurman 590 Madison Avenue, 6<sup>th</sup> Floor New York, NY 10022

Re:

Your February 9, 2021 letter of Notice of Continued Default. Demand for Immediate Payment and Reservations of Rights

## Dear Mr. Bloemsma:

I am counsel to the Capstone group of companies and I am writing in response to your above referenced February 9, 2021 letter to my clients Capstone Credit LLC and Capstone Capital Group, LLC (incorrectly referenced in said letter as Capstone Credit Group, LLC) collectively hereinafter "Capstone".

We note that your letter makes no reference to the September 25, 2017 Intercreditor Agreement by and among your client Stichting Juridisch Eigendom De Veste Beleggingsfondsen ("Stichting") and Capstone Cayman Capital Management, Ltd ("CCCML") as General Partner of Capstone Cayman Current Liquidity Fund, LP. The Line of Credit Note and Loan and Security Agreement, each dated September 25, 2017 and the Intercreditor Agreement were entered into by the parties at your client's specific request and as an accommodation by Capstone to facilitate their good faith attempt to assist Stichting with regulatory problems which were adversely affecting Stichting's business. As your client is aware, the Intercreditor Agreement provides, inter alia, that in the event that a party to the Intercreditor Agreement takes action to enforce rights against Capstone, as defined in the Intercreditor Agreement, with respect to shared collateral, proceeds of such action shall be applied on a "ratable basis" in accordance with the terms of the applicable agreements with Capstone. Thus any payment received by Stitching in any proceeding against Capstone would have to be shared equally with CCCML.

As noted above, the Intercreditor Agreement was entered into by Capstone as an accommodation to your client due to your client's regulatory problems caused by their continuing to market their financial products in a manner that was unacceptable to their regulators in the Netherlands apparently after numerous requests by their regulators to cease such activities.

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As your client should have advised, Capstone and your client had agreed to the following payment plan: Payment of interest for the months of August 2020 and September 2020 and thereafter upon Stichting's receipt of the interest due for the months of August and September, Capstone's obligation to pay interest under the Notes would terminate and all further payments by the Capstone to your client would thereafter be applied to principal.

Your statement that "The current assets of the Capstone Companies are being depleted and the proceeds appear to be at considerable risk" is categorically denied. Further, your demand for payment in full of all indebtedness under the Loan and Security Agreements ("LSA") within two weeks of the date of your letter is rejected as, among other things, the LSA's are no longer the controlling agreements. Further, Capstone has no intention of taking any action with respect to its assets that might adversely affect its other investors in order to enable your client to placate its regulators as a result of your clients self-created regulatory issues which Capstone, as indicated above, as an accommodation to your client and upon their specific request and, in good faith, attempted to alleviate by entering into the Line of Credit Note, Loan and Security Agreement and Intercreditor Agreement.

Please be advised that any legal action your client attempts will be vigorously defended on all available grounds, including your clients blatant bad faith in bringing such proceeding. Notwithstanding the foregoing, in view of their long and heretofore amicable relationship with your client Capstone is willing to honor the payment plan described above which they feel is more than reasonable under the current economic circumstances that the pandemic has had on the US economy.

Very truly yours,

Steven L. Siskind

SLS:ah

Cc: Joseph F. Ingrassia

Bcc: Scott Lessne